

## **1. Call to Order**

Mayor Jenny Halverson called the meeting to order at 6:30 p.m.

## **2. Roll Call**

Present: Mayor Jenny Halverson and Councilmembers Ed Iago, John Bellows, Dick Vitelli, Dave Napier, Anthony Fernandez and Bob Pace.

Others: City Manager Ryan Schroeder, Assistant City Manager Sherrie Le, PW and Parks Director Ross Beckwith, Police Chief Manila Shaver, Community Development Director Jim Hartshorn, Finance Director Char Stark, Attorney Korine Land and City Clerk Chantal Doriott.

## **3. Pledge of Allegiance**

## **4. Adopt the Agenda**

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to adopt the agenda with the following changes:

- Add consent item H. List of Claims
- Add consent item I. Change Order for Project #17-1

All members present voted aye. Motion carried.

## **5. OCWS Briefing**

Mayor Jenny Halverson gave a brief outline of items discussed at the open council work session held prior to this meeting:

- Closed session for Robert Street right-of-way acquisition;
- Dakota County Broadband fiber project;
- Garlough/Marthaler Trail Re-alignment Study Update/Review; and
- 2018 preliminary budget.

## **6. Citizen Comments**

There were no citizen comments at this meeting.

## **7. Council Comments**

Clpn. Iago had his social media account hacked by someone he does not know and has never met. This is a terrible invasion of privacy and cause for great concern. There were people in this community that commented on his supposed “rants” that were really never written by him. People need to be sensitive to this very real, terrible problem.

Clpn. Vitelli gave a shout out to some Robert Street businesses for their landscaping efforts: Pace’s shop, Augustana Church, Anchor Bank and others. He hopes that other business owners take note and follow suit.

Clpn. Bellows said he was speechless.

Clpn. Napier is the Park and Rec Committee liaison and they are working on preliminary plans for Marthaler Park. There will be an open house and he hopes people will become engaged and give staff and Council feedback.

Clpn. Fernandez said last Tuesday he attend the Raising Cane’s grand opening and it was amazing. This one by far exceeded expectations. It was like being at a pep rally. Police are still over there directing traffic. Congrats to them and welcome to West St. Paul. Shop Robert!

## **8. Proclamations, Presentations and Recognitions**

Community Development Director Jim Hartshorn said that in 2003, the City began the Outstanding Property Awards as part of the City’s Quality Housing Program. The award recognizes property owners, both commercial and residential, who have maintained their property in a well-kept manner or who have made a significant, positive improvement.

Since 2010, Ward Representatives have selected winners to receive the awards with over 45 residents having received the award since 2003. Eleven residents have received the award since 2010, five of which were nominated in 2015. Director Hartshorn displayed a map showing where the homes are located throughout the city.

Part of the process includes staff investigating the list of nominated properties for open code violations, as properties with such code violations are not be eligible. Staff then prepares the award certificates and \$50 gift cards for the winning properties.

The following property has been nominated for the 2017 Outstanding Property Awards: Jerome and Rebecca Capeechi, 1140 Delaware Avenue by neighbors Pat and Harvey Spanier for the property’s impressive landscaping and overall outstanding appearance.

Ward 3 Representatives Clpn. Bellows and Clpn. Napier welcomed and thanked the Capeechi’s for upkeep and beautification of their property. Congratulations on your award.

## 9. Consent Agenda

- A. Previous meeting minutes and workshop minutes of August 14, 2017
- B. July Financial Reports
- C. 2018 Fee Schedule
- D. City Licensing
- E. Rental Licensing
- F. Resolution No. 17-66 Declare City Property as Surplus for Sale or Disposal (specifically file cabinets)
- G. Declare Public Works Vehicle for Auction as Surplus
- H. List of Claims
- I. Street Improvements Project Change Order #17-1

Motion was made by Clpn. Vitelli and seconded by Clpn. Iago to approve the consent agenda items as presented above. All members present voted aye. Motion carried.

## 10. Public Hearing

### **A. Application for a Conditional Use Permit to allow a medical clinic in a B3, General Business District at 149 E. Thompson – Associated Clinic of Psychology**

Associated Clinic of Psychology (ACP) is requesting a Conditional Use Permit (CUP) to allow a Medical Facility in the B3, General Business District at 149 E. Thompson Ave.

ACP has already signed a lease for 5,876 square feet of space on the first floor of the building to provide outpatient mental health services (see attached building layout – area shaded in blue). ACP was previously located in the office buildings 1633-43 Robert St. and are moving due to space needs. They have 6 metro clinics including clinics in Apple Valley, Brooklyn Center, Minneapolis, and St. Paul. Services provided include but are not limited to chronic pain, depression and anxiety, grief counseling, eating disorders, infertility, PTSD, and personality disorders.

Due to an internal Staff error, the Building Department issued a building permit for the interior remodel of the space this past spring and, upon completion of the improvements, has already issued a temporary certificate of occupancy. The zoning issue (CUP requirement) was not discovered until the applicant applied for a sign permit. As such, the business is already up and operating. However, in order to become a legal Use at the subject property, a Conditional Use Permit is required. The applicant has been cooperative in applying for the needed approval.

The public hearing opened at 6:48 p.m.

#### Comments:

- Amber is the manager at the clinic. They are super excited about opening the newly remodeled facility. She and others have put a lot of time into the remodel and have

worked with city, county and others. They are excited to be here. Mayor Halverson said there is a need for an increase in mental health assistance.

- Clpn. Fernandez is happy that there was a remodel and hopes that this helps with some vacancies in this area. He is hopeful that this business adds to the neighborhood. Seems like a good project. Welcome.
- Amber said they are excited to be here and expand their services.
- Clpn. Bellows explained the Planning Commission raised questions about zoning for this area. It seems the business took care of all zoning issues. Welcome.

Public hearing closed at 6:52 p.m.

Motion was made by Clpn. Bellows and seconded by Clpn. Fernandez to adopt Resolution No. 17-64 approving the conditional use permit for 149 East Thompson Avenue as presented. All members present voted aye. Motion carried.

#### **B. Application for Site Plan and Plat review for a parking lot addition at 1984 Oakdale Ave (Southview Senior Living) - Civil Site Group**

Community Development Director Jim Hartshorn gave an overview. On behalf of Southview Senior Living, City Site Group is requesting the following zoning applications in order to construct a parking lot on the west side of the lot at 1984 Oakdale Ave:

The applicant is proposing to develop a small piece of green space to the west of their building to construct a parking lot to support the increasing demand for parking on the property. In addition, the applicant is proposing to formally plat the property as it was not previously platted. The proposed plat is just over 1.6 acres and includes a five foot trail easement on the west side of the property for a planned trail along Oakdale Ave.

The Planning Commission met in regular session on August 15, 2017, and held a public hearing. The commission voted 5-0 to recommend APPROVAL of both the site plan and plat subject to listed conditions. No one was present to speak at the public hearing.

The Planning Commission added a condition to have bicycle-parking racks on site to allow for multiple types of transportation to access the site.

The Committee of Adjustments also approved the following two (2) variance requests: 1) reduction of the front yard setback, 2) reduction of the minimum parking stall depth. While the Committee of Adjustments discussed if the proposal met the qualifications for a variance, they ultimately agreed that the proposal was in harmony with the original intent of the variance ordinance, and both variances were granted.

#### **Comments:**

- Clpn. Vitelli asked about the site to the west that abuts Southview. Would it make more sense to put parking in the back? There are 134 spots planned; south of them is not their property. There is limited area for parking and where it is proposed is the best site.

The public hearing opened at 6:56 p.m.

Joe Neidrick, the project engineer, said he thinks the shape of the parcel – well, there was no great area to add parking. This was the best solution.

Clpn. Pace said the finished project photo shows a very nice product. Council will be happy and it looks better than what is currently shown.

Clpn. Bellows said the Planning Commission spoke at length about various issues. At least one or two had some personal experience of the property and they are aware of encountered difficulties. It was vetted quite well.

The public hearing closed at 6:58 p.m.

Motion was made by Clpn. Bellows and seconded by Clpn. Pace to adopt Resolution No. 17-63 approving the site plan subject to the five (5) conditions outlined in the council report and as submitted. Motion included adopting Resolution No. 17-63a approving the preliminary and final plats subject to the submitted plat drawings and subject to the three (3) conditions outlined in the council report and as submitted. All members present voted aye. Motion carried.

## **11. New Business**

### **A. Approve Joint Powers Agreement with St. Paul and Mendota Heights for Cherokee Heights Upper Ravine Project**

Parks and Public Works Director Ross Beckwith gave an overview. The Lower Mississippi River Watershed Management Organization (LMRWMO) regulates storm water drainage that crosses municipal boundaries, and has identified a portion of storm water drainage to this site as coming from West St. Paul.

Multi-jurisdictional storm water runoff from about 47-acres discharges to a low area located in St. Paul just north of Annapolis St. and east of Cherokee Heights. The storm water runoff is collected via storm sewer piping and is then conveyed beneath Cherokee Heights by a 60-inch diameter culvert owned and maintained by St. Paul. High flow rates and velocities have caused erosion problems on the upstream and downstream end of the culvert.

In 2015 a Cherokee Heights Culvert Analyses and Erosion Control Feasibility Study was completed for the LMRWMO. The \$80,186 cost to complete the feasibility study was paid for by Saint Paul. The project partners participated in the progress and review of the feasibility study.

To minimize erosion of the upper ravine channel and side slopes, and reduce the instability of the adjacent banks, the selected option (Downstream Channel Stabilization Option) from the 2015 feasibility study includes regrading and stabilizing the channel by armoring the channel with riprap and a properly graded filter material to prevent migration of underlying fine-grained soils through the riprap. Project design would occur in 2018 with construction in 2019.

The 2015 feasibility study outlined the Project cost sharing percentages for each of the Partners in accordance with LMRWMO allowable flow calculations as shown below:

- Saint Paul = 69%
- West St. Paul = 19%
- Mendota Heights = 12%

In order to formalize the process, a Joint Powers Agreement (JPA) must be entered into between the three cities. The City Attorney has reviewed the JPA. Both St. Paul and Mendota Heights have formally approved the JPA.

Motion was made by Clpn. Napier and seconded by Clpn. Vitelli to adopt Resolution No. 17-65 approving the Joint Powers Agreement with St. Paul and Mendota Heights for the Cherokee Heights Upper Ravine Stabilization Project as presented. All members present voted aye. Motion carried.

### **C. Charter Amendment 2.06**

Attorney Korine Land gave an overview. At the Charter Commission meeting on July 25, 2017, the Charter Commission unanimously recommended approval of an amendment to Charter Section 2.06 regarding The Mayor's duties and powers.

The amendment is intended to clarify when the Mayor can exercise the veto power. The Charter Commission agreed with the Council's change that the language should be simplified to state the Mayor has veto power on all ordinances, resolutions, and motions of the Council. This language makes it clear that any action of the Council, whether or not it was in writing, may be vetoed by the Mayor.

In addition, the amendment changes the timing for the reconsideration of a veto from the "next regular meeting" to the "next meeting." This change affords the Council flexibility to call a special meeting in matters that are time-sensitive. The remainder of the changes simply reorganizes the section, without any substantive changes.

Charter amendments require unanimous approval by the Council in order to pass. It would then be adopted by ordinance and requires two readings, one of which must be a public hearing.

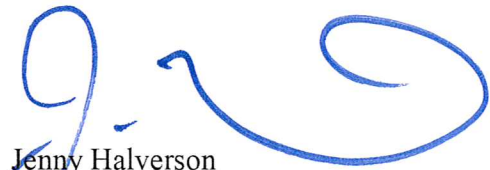
Motion was made by Clpn. Vitelli and seconded by Clpn. Fernandez to approve the amendment as presented for the first reading. All members present voted aye. Motion carried.

### **12. Old Business**

There was no old business to consider or discuss.

### 13. Adjourn

Motion was made by Clpn. Fernandez and seconded by Clpn. Vitelli to adjourn the meeting at 7:05 p.m. All members present voted aye. Motion carried.



Jenny Halverson  
Mayor  
City of West St. Paul

DAKOTA COUNTY  
CITY OF WEST ST. PAUL

RESOLUTION NO. 17-62

A RESOLUTION DECLARING CERTAIN PROPERTY  
SURPLUS AND AUTHORIZING SALE AND/OR DISPOSAL THEREOF

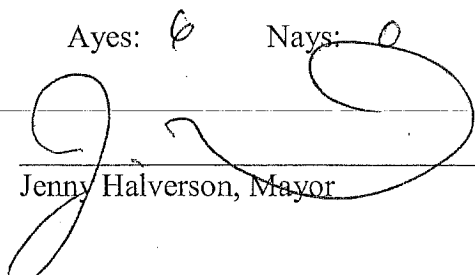
WHEREAS, the city has up to three 4 – drawer lateral file cabinets to sell as surplus:

WHEREAS, certain property is no longer needed and has no use for public service, and  
can be offered for sale and/or disposal;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST  
ST. PAUL, MINNESOTA the above listed property is declared as surplus and authorized to be sold  
by law with the proceeds of such sales being disbursed as according to law.

Adopted by the City Council this 28<sup>th</sup> day of August, 2017.

Ayes: 6 Nays: 0

  
\_\_\_\_\_  
Jenny Halverson, Mayor

Attest: 

\_\_\_\_\_  
Chantal Doriott, City Clerk



**CITY OF WEST ST. PAUL  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 17-63**

**A RESOLUTION APPROVING THE SITE PLAN  
FOR 1984 OAKDALE AVE  
(SOUTHVIEW SENIOR LIVING LLC)**

WHEREAS, a Final Site Plan has been submitted to the City for the property legally described as:

**CURRENT:**

LOT 1 – S 180 FT OF N 420 FT OF W 450 FT OF SE 1/4 OF NE 1/4 SUBJ TO  
PARCEL 3 DAKOTA CO R/W MAP 243

WHEREAS, a public hearing concerning the Site Plan was held before the West St. Paul Planning Commission on August 15, 2017; and

WHEREAS, the West St. Paul Planning Commission has recommended that the City Council of West St. Paul approve the Site Plan.

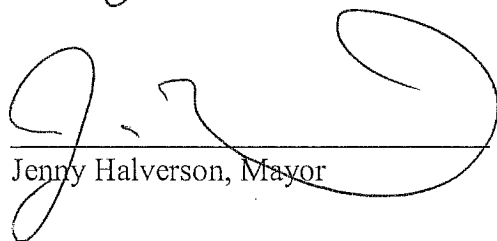
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that the Site Plan for 1984 Oakdale Ave. requested by SOUTHVIEW SENIOR LIVING LLC is hereby approved subject to the following conditions:


1. Applicant shall apply for and obtain all applicable building permits;
2. Council approval of the corresponding plat and Committee of adjustments approval of the corresponding variance applications;
3. The applicant shall revise the proposed site plan by shifting the parking lot to the east 2.3 feet; and
4. The applicant shall adhere to the memos from the City Civil Engineer, the Environmental, Committee, and the Dakota County Plat Commission.
5. The applicant shall revise the site plan to include a bike rack near the front entry of the building.

Passed by the City Council of the City of West St. Paul this 28<sup>th</sup> day of August, 2017.

Ayes: 6      Nays: 0

Attest:

  
\_\_\_\_\_  
Jenny Halverson, Mayor

  
\_\_\_\_\_  
Chantal Doriott, City Clerk

CITY OF WEST ST. PAUL  
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 17-63a

A RESOLUTION APPROVING THE  
FINAL PLAT FOR 1984 OAKDALE AVE  
(SOUTHVIEW SENIOR LIVING LLC)

WHEREAS, a Final Plat has been submitted to the City for the property legally described as:

S 180 FT OF N 420 FT OF W 450 FT OF SE 1/4 OF NE 1/4 SUBJ TO PARCEL 3  
DAKOTA CO R/W MAP 243

WHEREAS, a public hearing concerning the Final Plat was held before the West St. Paul Planning Commission on August 15, 2017; and

WHEREAS, the West St. Paul Planning Commission has recommended that the City Council of West St. Paul approve the Final Plat.

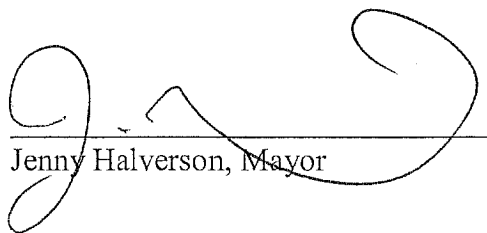
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that the Final Plat for 1984 Oakdale Ave. (Southview Senior Living LLC) is hereby approved subject to the following conditions:

1. Council approval of the corresponding Site Plan application and Committee of Adjustments approval of the corresponding variances;
2. The applicant shall record the plat at Dakota County within one year of City approval; and
3. The applicant shall adhere to the memos from the City Civil Engineer and the Dakota County Plat Commission.

Passed by the City Council of the City of West St. Paul this 28<sup>th</sup> day of August, 2017.

Ayes: 6      Nays: 0

Attest:

  
\_\_\_\_\_  
Jenny Halverson, Mayor  
\_\_\_\_\_  
Chantal Doriot, City Clerk

**CITY OF WEST ST. PAUL  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 17-64**

**A RESOLUTION APPROVING A CONDITIONAL  
USE PERMIT TO ALLOW A MEDICAL OFFICE  
IN A B3 DISTRICT AT 149 E. THOMPSON AVE -  
ASSOCIATED CLINIC OF PSYCHOLOGY**

WHEREAS, a Conditional Use Permit application has been submitted to the City for properties legally described as:

E 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4 EX N 327 FT & ALL OF VACATED KRUSE ST ADJ EX THOMPSON AVE, SECTION 20 TWN 28 RANGE 22

WHEREAS, a public hearing concerning the Conditional Use Permit was held before the West St. Paul Planning Commission on August 15, 2017; and

WHEREAS, the West St. Paul Planning Commission has recommended that the City Council of West St. Paul approve the Conditional Use Permit.

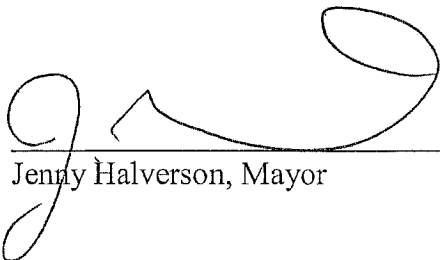
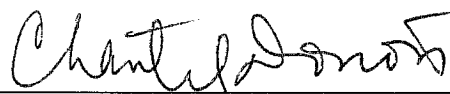
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that the Conditional Use Permit for 149 E. Thompson Ave requested by Associated Clinic of Psychology is hereby approved subject to the following conditions:

1. The applicant shall apply for applicable building and sign permits.

Passed by the City Council of the City of West St. Paul this 28<sup>th</sup> day of August, 2017.

Ayes: 6      Nays: 0

Attest:

  
\_\_\_\_\_  
Jenny Halverson, Mayor  
\_\_\_\_\_  
Chantal Doriot, City Clerk

RESOLUTION NO. 17-65

WEST ST. PAUL  
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH THE  
CITIES OF ST. PAUL AND MENDOTA HEIGHTS REGARDING THE EROSION  
STABILIZATION OF CHEROKEE HEIGHTS UPPER RAVINE

**WHEREAS**, the Cherokee Heights Upper Ravine (Ravine) is located in the Lower Mississippi River Watershed Management Organization (LMRWMO); and

**WHEREAS**, it is considered mutually desirable by the cities of St. Paul, West St. Paul and Mendota Heights to stabilize the Ravine (the Project); and

**WHEREAS**, the City of St. Paul is the lead entity for the Project; and

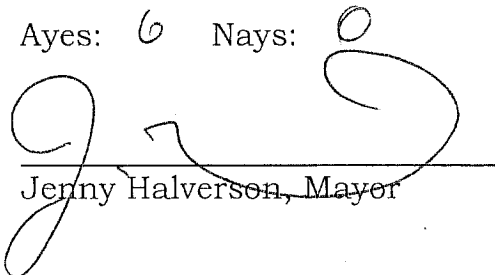
**WHEREAS**, Minnesota Statutes §471.59 authorizes cities to enter into a joint powers agreement to memorialize the terms, conditions and allocations for the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the West St. Paul City Council that the City is authorized to enter a joint powers agreement with the cities of St. Paul and Mendota Heights for purposes of carrying out the Project.


**IT IS FURTHER RESOLVED** that the Mayor and City Manager are authorized to execute the Agreement and any amendments to the Agreement.

Adopted this 28 day of August, 2017.

Ayes: 6 Nays: 0

  
Jenny Halverson, Mayor

Attest:

  
Chantal Doriott, City Clerk

**AGREEMENT**  
**Between Saint Paul, City of West St. Paul, and Mendota Heights**

**Erosion Stabilization Project**  
**Cherokee Heights Upper Ravine**

**THIS AGREEMENT**, is made and entered into by and between the City of Saint Paul ("Saint Paul"), the City of West St. Paul ("West St. Paul") and the City of Mendota Heights ("Mendota Heights") (collectively the "Partners"), and witnesses the following:

WHEREAS, under Minnesota Statutes Sections 471.59, subd. 1, two or more governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to stabilize the Cherokee Heights Upper Ravine; and

WHEREAS, the Partners will jointly participate in the costs of the feasibility study, preparation of plans and specifications, construction and construction inspection services for the Project; and

WHEREAS, the Partners will share Project responsibilities and related activities as set forth in this agreement.

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**BACKGROUND**

Multi-jurisdictional storm water runoff from about 47-acres discharges to a low area (basin) located in Saint Paul just north of Annapolis Street and east of Cherokee Heights. The storm water runoff is collected via storm sewer piping and is then conveyed beneath Cherokee Heights by a 60-inch diameter culvert owned and maintained by Saint Paul. High flow rates and velocities have caused erosion problems on the upstream and downstream end of the culvert.

Downstream of the 60-inch culvert storm water runoff flows down the bluff through a steep ravine area (upper ravine) and eventually flows to Pickerel Lake. The Cherokee Heights upper ravine channel has significant erosion along the channel bottom and side slopes, including undercutting of the toe of slope, which contributes to the instability of the ravine side slopes.

In 2015 a Cherokee Heights Culvert Analyses and Erosion Control Feasibility Study was completed for the LMRWMO. See Exhibit A for the final study report, as received and accepted by the Project Partners and LMRWMO. The \$80,186 cost to complete the feasibility study was paid for by Saint Paul. The Project Partners participated in the progress and review of the feasibility study.

To minimize erosion of the upper ravine channel and side slopes, and reduce the instability of the adjacent banks, the selected option (Downstream Channel Stabilization Option) from the 2015 feasibility study includes regrading and stabilizing the channel by armoring the channel with rip-rap and a properly graded filter material to prevent migration of underlying fine-grained soils through the rip-rap. High flow velocities in the upper ravine channel preclude use of many bio-engineering techniques for stabilization, as these techniques typically cannot withstand the magnitude of the flow velocities.

The 2015 feasibility study outlined the Project cost sharing percentages for each of the Partners in accordance with LMRWMO allowable flow calculations. Below are the Project cost sharing percentages:

- Saint Paul = 69%
- West St. Paul = 19%
- Mendota Heights = 12%

## **PROJECT PURPOSE AND GOALS**

The Partners have determined the need to complete the Project (see Exhibit B). The purpose and goals of this Project are:

- A. Prepare construction plans and specifications to rehabilitate and stabilize the Cherokee Heights upper ravine, immediately downstream and upstream of the 60-inch culvert.
- B. Erosion stabilization measures to be designed and constructed to handle a 100-year storm event.
- C. Complete Project plans, specifications, and bidding documents by May 31, 2018.
- D. Complete Project construction by the November 1, 2019.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

## **AGREEMENT**

### **1. Definitions**

- 1.1 "Consultant"** means Barr Engineering.
- 1.2 "LMRWMO"** means the Lower Mississippi River Watershed Management Organization.
- 1.3 "LMRWMO" JPA** means the JPA that governs the LMRWMO.
- 1.4 "Project"** is the engineering design, inspection, and construction to stabilize the Cherokee Heights Upper Ravine.

### **2. Terms of Agreement**

- 2.1 LMRWMO JPA:** The provisions contained within the current version of the LMRWMO JPA shall be incorporated into this Agreement, including Section 9, "Construction of Improvements." Where there appears to be a discrepancy between the LMRWMO JPA and this Agreement, the provisions of this Agreement shall govern.
- 2.2 Effective Date:** The date all required signatures are obtained by the Partners.
- 2.3 Agreement Term:** This Agreement shall expire on June 30, 2020 or until all obligations have been satisfactorily fulfilled, whichever occurs later, or until terminated or cancelled pursuant to Section 8.

### 3. Duties and Responsibilities between the Partners

#### 3.1 Scope

- (1) Saint Paul will:
  - a. Act as the lead entity on the Project, executing and administering a professional services contract with a Consultant for final engineering design and construction inspection services for the Project tasks as set forth in Exhibit B.
  - b. Provide available information to the Consultant, as requested, in support of the Project.
  - c. Participate in meetings and discussions with the Consultant and Partners toward the successful completion of the Project.
- (2) The Partners will:
  - a. Participate in meetings and discussions with the Consultant toward the successful completion of the Project.
  - b. Participate in the shared costs of the Project as outlined herein.
- (3) West St. Paul will:
  - a. Provide available information to the Consultant, as requested, in support of the Project.
  - b. Participate in meetings and discussions with the Consultant and Partners toward the successful completion of the Project.
- (4) Mendota Heights will:
  - a. Provide available information to the Consultant, as requested, in support of the Project.
  - b. Participate in meetings and discussions with the Consultant and Partners toward the successful completion of the Project.

### 4. Payment

**4.1 Consideration.** This is a cost participation Project between the Partners. Below are estimated costs for the Project phases:

- Feasibility Study (completed) = \$80,186.74
- Final Plans & Specifications for Bidding (see Exhibit B) = \$101,000
- Construction = \$500,000 to \$800,000
- Construction Inspection Services (see Exhibit B) = \$51,000

(1) Compensation.

Saint Paul will initially pay for the Project. Below are the cost sharing percentages for each of the Project Partners:

- Saint Paul = 69%
- West St. Paul = 19%
- Mendota Heights = 12%

In 2018 West St. Paul and Mendota Heights will reimburse Saint Paul for their cost shares of the completed Project “Feasibility Study.”

In 2018 West St. Paul and Mendota Heights will reimburse the Saint Paul for their cost shares of the Project “Final Plans & Specifications for Bidding.”

In 2019 West St. Paul and Mendota Heights will reimburse Saint Paul for their cost shares of the Project “Construction” and “Construction Inspection Services.”

(2) Invoices.

Upon completion of the Project Plans and Specifications, Construction and Inspection Saint Paul will separately invoice West St. Paul and Mendota Heights their pro rata share of the Project cost consistent with section 3.1 above.

West St. Paul and Mendota Heights will promptly pay Saint Paul after receipt of written notification of project completion. Payment to Saint Paul will be made within forty-five (45) days of receipt of written notice.

**5. Work Products, Reports and Documents**

The Partners will be included when Saint Paul receives oral and written analyses and briefings under Saint Paul’s agreement for Consultant services for the Project. In addition, document sharing will be facilitated by the participation of Partners project management team assigned to the Project.

Saint Paul will provide West St. Paul and Mendota Heights copies of all material generated during the course of the Project and a copy of its consultant’s final report. West St. Paul and Mendota Heights shall make all requests for work products and documents through Saint Paul’s designated contact person named in Section 6 of this Agreement and shall not direct or attempt to direct the work of the consultant for the Project.

**6. Authorized Representatives**

Saint Paul’s Authorized Representative is Bruce Elder, Sewer Utility Manager, St. Paul Public Works, 700 City Hall Annex, 25 W. Fourth Street, St. Paul, MN 55102, telephone: (651) 266-6248, or his designated successor.

West St. Paul’s Authorized Representative is Ross Beckwith, City Engineer/ Public Works and Parks Director, 1616 Humboldt Avenue, West St. Paul, MN 55118, telephone: (651) 552-4130, or his designated successor.

Mendota Heights’s Authorized Representative is Ryan Ruzek, Public Work Director, 1101 Victoria Curve, Mendota Heights, MN 55118, telephone: (651) 452-1850, or his designated successor.

**7. Conflicts of Interest**

Saint Paul shall inform its consultant for the project about this Agreement and Partners’ funding provided under this Agreement. Saint Paul and its consultant for the project shall immediately discuss with the Partners any current or new client obligation of the firm which may directly conflict with the firm’s ongoing work under its agreement for consulting services with Saint Paul.



## **8. Audits and Record Keeping**

Saint Paul shall maintain for at least six (6) years all books, records, documents and other evidence directly related to the performance of this Agreement in accordance with the general accepted accounting principles and practices of governmental entities. Upon request and reasonable notice, Saint Paul shall permit West St. Paul and Mendota Heights to examine and copy the books, records, documents, and other evidence maintained by Saint Paul.

## **9. Termination**

Saint Paul, West St. Paul, and Mendota Heights shall each have the right to terminate its participation in this agreement at any time without cause upon thirty (30) days written notice to the other parties. In the event of such a termination, the terminating entity will pay their share of the costs of the services satisfactorily performed prior to the date of termination, as determined by the remaining parties to this agreement.

Saint Paul shall have the right to receive, use, and (subject to the provisions of the Minnesota Data Practices Act) distribute copies of all materials, work products, reports and documents prepared by its consultant, pursuant to the consultant's agreement for consulting services with Saint Paul, if such materials, work products, reports and documents were prepared prior to the termination of this Agreement.

## **10. Merger Agreement**

It is understood and agreed that the entire Agreement between the Partners is contained herein and that this Agreement supersedes all oral agreements and negotiations between each of the Partners relating to the subject matter thereof. All items in this Agreement, which are incorporated or attached, are deemed part of the Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Partners.

## **11. Governing Law**

This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Venue shall be in the state or federal courts of Minnesota.

## **12. Amendments, Waiver and Contract Complete**

### **12.1 Amendments.**

The Partners may choose to amend this agreement to include final engineering, construction, and other work necessary to implement an alternative selected as a result of this Project or for any other term and condition. Any amendment to this agreement must be in writing and will not be effective until it has been approved and executed by the parties. Any change orders and supplemental agreements that impact the Project cost must be approved by the Partners' authorized representatives in Section 6 prior to the execution or authorization of such work.

**12.2 Waiver.**

If Saint Paul fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

**13. Indemnification**

The Partners each agree that they are solely responsible for and will hold harmless the others against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from their own negligent acts or omissions and/or those of their employees or agents. The Partners recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466 and expressly reserve all immunities, rights and privileges accorded thereunder. In the event of any claims or actions filed against another party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

**IN WITNESS WHEREOF**, the Partners have caused this agreement to be executed by their duly authorized representative (see attached signature pages).

## Signatures

### CITY OF ST. PAUL

*This agreement is duly executed:*

By: \_\_\_\_\_

Title: Director of Public Works

Date: \_\_\_\_\_

*Approved as to form:*

By: \_\_\_\_\_

Title: Assistant City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Office of Financial Services

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Sewer Utility Manager

Date: \_\_\_\_\_

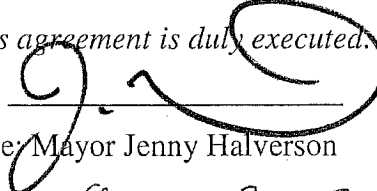
Funding Activity#

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND  
AUTHORIZING ITS EXECUTION**

## Signatures

### CITY OF WEST ST. PAUL

*This agreement is duly executed.*

By: 

Title: Mayor Jenny Halverson

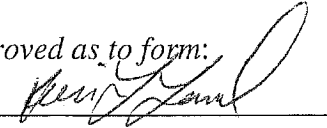
Date: 9-12-2017

By: 

Title: City Manager Ryan Schroeder

Date: 8-30-17

*Approved as to form:*

By: 

Title: City Attorney

Date: 8/30/17

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND  
AUTHORIZING ITS EXECUTION**

Signatures

## MENDOTA HEIGHTS

*This agreement is duly executed:*

By: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Clerk

Date: \_\_\_\_\_

*Approved as to form:*

By: \_\_\_\_\_

Title: City Attorney

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND  
AUTHORIZING ITS EXECUTION**